



COMMERCIAL CREDIT APPLICATION

CONTACT AND BUSINESS INFORMATION			
Customer ("Applicant") Name: _____			
D.B.A / Trade Name: _____			
Mailing Address: _____	City: _____	State: _____	Zip: _____
Physical Address: _____	City: _____	State: _____	Zip: _____
Telephone: _____	Fax: _____	Email: _____	
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Federal/State/Local Government <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other: _____			
Federal ID# _____ Tax ID# _____ Years in Business: _____			
Dun & Bradstreet# _____ Has the company, its owners, partners, directors, officers or managing members, or any guarantor, ever been a debtor in a voluntary or involuntary bankruptcy filing, had a receiver appointed, or made an assignment for the benefit of credits? ? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Previous Business Name (if any): _____			
Tax Exempt: <input type="checkbox"/> Yes <input type="checkbox"/> No ----> <i>if "Yes" include valid Tax-Exempt Certificate</i>			
Bonding Agent Name: _____		Phone: _____	
Bonding Agent Address: _____			

BILLING INFORMATION		
Preferred method for invoicing: <input type="checkbox"/> Mail (Default Method) <input type="checkbox"/> Fax <input type="checkbox"/> Email		
Accts Payable Contact: _____	Phone: _____	Email: _____
PO Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Job/Name/# required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Monthly Statements required? <input type="checkbox"/> Yes <input type="checkbox"/> No

GUARANTY
<p>In consideration of credit being extended by DSI to the above named Applicant, the undersigned ("Guarantor" or "Guarantor(s)") hereby jointly, severally and unconditionally guarantee to DSI and it's successors and assignees, the full and prompt payment when due (including any accelerated or extended maturity) of all indebtedness, leases and obligations of Applicant to DSI, including interest, service charges, attorneys fees, and collection costs, now existing or hereafter arising pursuant to the Application and Agreement (collectively, "Indebtedness"); and Guarantor(s) further agrees to pay all expenses, including court cost and legal fees incurred by DSI in attempting to collect the indebtedness or enforcing the Application or this Guaranty. This Guaranty will remain in full force and effect as to each Guarantor until revoked in writing by such Guarantor by registered mail, return receipt requested.</p> <p>Revocation of this Guaranty by Guarantor will not relieve a revoking Guarantor of liability for obligations contained herein incurred by Applicant prior to receipt of notice of revocation by DSI.</p> <p>This Guaranty is an absolute, continuing, unconditional and unlimited guarantee of payment. Guarantor(s) waive all right to require DSI to proceed against Applicant, any collateral or other Guarantor or surety. Guarantor(s) further waive all presentments, demands for performance, notices of non-performance, protests, notices of protest, notices of dishonor, notices of acceptance of this Guaranty, extension of credit, and any modifications of the Application or the Agreement. This Guaranty will be governed by the laws of the State of Louisiana and Guarantor(s) hereby consents to jurisdiction in the State of Louisiana</p>

with venue in East Baton Rouge Parish, State of Louisiana. Guarantor(s) agrees to the representations made in the Application and the terms of the Agreement above.

Guarantor hereby consent(s) to DSI's use of a consumer credit report on the undersigned in order to further evaluate the credit worthiness of the Guarantor in connection with the extension of credit to Applicant as contemplated in this Agreement. The undersigned hereby authorize(s) DSI to obtain and utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Agreement and the credit application. The undersigned(s) as (an) individual(s) hereby consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC § 1681 et seq.

Guarantor's Signature: _____ Guarantor's Name Printed: _____ Date: _____

SSN: _____ Physical Address: _____

Witness Signature: _____ Witness Name Printed: _____ Date: _____

TERMS AND CONDITIONS

This Application for Credit and Contract ("Application") is submitted by the undersigned ("Applicant") for the purpose of obtaining an open charge account with DSI Solar Equipment and its affiliates and divisions (collectively, "DSI"). All representations made by Applicant herein are accurate, complete, and truthful to the best of the Applicant's knowledge and belief. In consideration of this Application being approved and credit extended by DSI on open account to Applicant, Applicant agrees to be bound by the following terms of DSI ("Agreement"):

1. **DEFINITIONS.** The term "Agreement" shall mean this agreement, all pages, front and back. The term "Equipment" shall reference and mean all pieces of equipment referenced in this Agreement as well as all attachments or parts rented or sold to Lessee. The term "manual" shall mean any operating manual, safety manual, or other information provided by the Equipment manufacturer. The term "DSI" shall include DSI Solar Equipment, LLC and any of its subsidiaries, related entities, divisions, or controlled affiliates.
2. **APPLICATION.** This Application is for extended credit and/or an open account for the purchase and/or rental of parts, services, machine sales, and rentals. All such purchases and/or rentals are made subject hereto unless other terms are subsequently agreed upon by DSI in writing.
3. **VENUE, JURISDICTION, CHOICE OF LAW, JURY WAIVER.** This Agreement shall be construed under Louisiana law. Lessee agrees that the sole and exclusive venue for any dispute arising from or relating to this Agreement is East Baton Rouge Parish, except that DSI, in its sole discretion, may file suit in the parish or county of Lessee's domicile or where the transaction occurred. Lessee agrees to waive any right to a trial by jury in any proceeding arising from or relating to this Agreement. As a condition precedent to filing a claim or lawsuit as provided in this Article, Lessee agrees to seek arbitration, as its sole and exclusive remedy to resolve any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration of any dispute shall be at the sole discretion of DSI and subject to DSI's provision of written consent. The arbitration shall be conducted in Baton Rouge, Louisiana, in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association.
4. **AUTHORITY.** Applicant warrants that it is authorized to complete this Application and agrees to its terms.
5. **FINANCIAL RESPONSIBILITY.** Applicant, in applying to DSI for credit, specifically consents to DSI investigating Applicant's credit history and obtaining credit reports and authorizes the release of Applicant's bank account information for the purposes stated herein. Applicant authorizes DSI to investigate any references listed pertaining to Applicant's credit and financial responsibility.
6. **DENIAL.** DSI will have the right to deny any credit application or to deny any additional extension of credit for any reason allowed by law, including, but not limited to, a delinquent balance.
7. **INSURANCE.** Lessee is responsible for the full value of loss or damage to the Equipment, regardless of fault, including lost rental income. Lessee shall, prior to delivery of the Equipment and throughout the rental period, maintain Commercial General Liability/Commercial Auto Liability, Physical Damage Insurance, and Workers' Compensation Insurance (if required by law). Commercial General Liability/ Commercial Automobile Liability must name DSI as additional insured with waiver of subrogation and must have a per occurrence limit of at least \$1,000,000. Physical Damage Insurance must cover the full replacement value all Equipment with a deductible acceptable to DSI, name DSI as loss payee, and shall be on an "all-risk" form insuring against all peril's attendant to Lessee's use, maintenance or possession of the Equipment. Lessee shall provide a Certificate of Insurance and shall provide that the issuing companies shall give DSI thirty (30) days written notice

prior to any cancellation. Lessee will bear all costs associated with this insurance, including any deductible(s) and any loss or damage not covered by insurance.

8. **LOSS DAMAGE WAIVER.** In the event proof of acceptable insurance coverage is not provided prior to delivery of the Equipment, Lessee agrees to purchase Loss Damage Waiver (LDW). The LDW charge will be 15% of the gross rental charge. Lessee is not entitled to any refund or credit of Loss Damage Waiver charges invoiced or paid. If LDW is paid, Lessee will not be responsible for loss or damage to the Equipment above \$2,500 per incident from any cause except: (a) overloading or exceeding rated capacity, (b) misuse, abuse, or improper servicing of the Equipment; (c) damage to tires (d) violation of the manual; (e) disappearance or wrongful conversion; (f) damage to glass; or (g) damage resulting from Lessee breach of any provision of this Agreement. **LDW IS NOT INSURANCE** and only applies to physical loss or damage to the Equipment. Regardless of and in addition to any LDW, Lessee must maintain Commercial General Liability / Commercial Automobile Liability and Workers' Compensation insurance pursuant to the requirements above.
9. **RENTAL PERIOD, CALCULATION OF RENT.** The rental period begins when the Equipment leaves DSI's possession and ends when the Equipment is returned to DSI in good condition or is put in good condition by DSI. No deduction shall be made for Sundays, holidays, time in transit, or any period the Equipment is not in use. A rental day is 24 hours. Any rental period less than 24 hours shall constitute a full rental day. A rental week is seven calendar days. A rental month is four weeks (there are 13 rental months in a calendar year). All rental rates are based on 8 hours of Equipment use per day, 40 hours per rental week and 160 hours per rental month. If the Equipment is used more hours than allotted, an overtime rate will apply. Lessee agrees to immediately notify DSI if Equipment is used more than the allotted hours in any rental period(s) and to permit DSI to inspect its records upon request. Lessee shall pay all drayage charges, all taxes associated with the Agreement, including but not limited to sales tax, use tax, tax on damage repairs, fuel taxes, or any other levied taxes, and any recovery fees/surcharges as required or permitted by law. Lessee shall hold DSI harmless against any liability or expense resulting from Lessee's failure to pay taxes or file tax returns.
10. **GOODS SOLD.** Any option to purchase the Equipment must be in a separate written contract, signed by authorized officers of both DSI and Lessee. If goods are sold as part of this Agreement, the goods that are sold shall be clearly identified on the face of this Agreement. If goods are defective, the buyer's sole remedy from DSI, and DSI's sole obligation to buyer, is for DSI to use its best efforts to secure repair and/or replacement of the goods pursuant to the existing manufacturer's warranty. As to these goods, DSI PROVIDES NO OTHER WARRANTIES, EITHER WRITTEN, ORAL, IMPLIED OR STATUTORY, PARTICULARLY NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. Returned goods shall be subject to a reasonable restocking charge.
11. **TERMS AND REMEDIES.** Except for extended term agreements, invoices are payable upon receipt and Lessee agrees to pay the amount due within thirty (30) days of the invoice date. Balances that are unpaid beyond 30 days of the date of the invoice will be subject to a finance or interest charge per month at the highest rate allowable by law. Lessee's account will be delinquent when any part of the account is 30 days past due. DSI reserves the right to apply payments at its discretion. DSI may, at its option and without notice, raise or allow charges more than any credit limit granted. Lessee understands it is responsible for all charges to the account. Lessee shall be liable for all costs and fees, including attorney and/or collection agency fees and expenses, incurred in pursuit and/or collection of any amounts past due, including interest charges. DSI shall have all remedies provided in this Agreement, at law or equity, including but not limited to the right to sue for damages, collection of unpaid rent or other charges, repossession, and consequential damages for Lessee's breach of this Agreement. All remedies provided to DSI in this Agreement are cumulative, and the exercise of any one remedy by DSI shall not affect DSI's right to exercise any other remedy. Termination of this Agreement shall not affect DSI's right to pursue any remedy provided here or at law or equity. If at any time DSI, in its sole discretion, determines that the Equipment is being used beyond its capacity, improperly maintained, damaged, or that DSI's rights to the Equipment are endangered, or if Lessee defaults on any term or condition set forth in this Agreement, DSI may: (a) demand return of the Equipment and Lessee shall return the Equipment to DSI within 72 hours of such demand; or (b) promptly repossess the Equipment, lock up or remove the Equipment from the job site, and immediately terminate this Agreement without demand or notice to Lessee. DSI will deem Lessee's failure to timely return Equipment as theft. Lessee grants DSI the right to enter the premises where the Equipment is located for the purpose of taking possession of the Equipment.
12. **MISC. FEES AND CHARGES.** To the extent other charges apply to this Agreement, including but not limited to permit charges, freight charges, delivery or pick-up charges, fuel charges, supply charges, environmental charges and LDW charges, these charges are not designated for any particular use and are used at DSI discretion. It is agreed that on any account placed in the hands of an attorney for collection or if collected through suit, probate, bankruptcy proceeding or by collection agency, there will be paid, in addition to all other charges, attorneys fees and court costs incurred in collecting said account. All other amounts charged to the Applicant will be due 10 days from the date of the invoice and service charges will be imposed on this account if said amounts are not paid on the date stated on the invoice.
13. **OPERATION / KNOWLEDGE.** Lessee has studied and understands the manual. Lessee agrees to restrict the use of the Equipment to only its employees, and only those employees who are competent and qualified operators, who are familiar with the Equipment, who understand the manual, and the limitations of the Equipment. Lessee agrees to use the Equipment within its rated capacity, with all safety devices fully operational, and only for purposes for which it was designed. Lessee shall maintain and use the Equipment pursuant to applicable law and regulation. Customer represents and warrants that Customer, and its employees are familiar with and shall always comply with applicable safety regulations, including but not limited to ANSI Safety Requirements for Excavating (ANSI/ASSP A10.12- 1998 (R2016)), OSHA Excavating standards (29 CFR Part 1926, Subpart P), and OSHA Trenching and Excavation Safety (OSHA 2226-10R 2015). Lessee shall not operate the Equipment, and shall notify DSI, if any safety device or label is missing or damaged.
14. **EQUIPMENT RETURN AND LESSEE DUTY TO MAINTAIN EQUIPMENT.** Lessee is solely responsible for the Equipment until DSI regains physical possession of the Equipment, regardless of any "call-off". Lessee agrees to return the Equipment in the same condition as when received. If damaged, subject to applicable LDW provisions, Lessee agrees to pay the expenses of returning the Equipment to its original condition, subject to normal wear. This guarantee is unconditional and

- may not be excused by theft, act of God, or for any other reason. Lessee agrees, while Equipment is in its possession, to check engine oil, water, tire condition, cooling systems, and fuel each day, and to perform routine preventive maintenance pursuant to the manual. Equipment returned unclean will be cleaned by DSI and a cleaning fee determined at DSI's discretion shall be imposed.
15. **REPAIRS.** Lessee will immediately notify DSI of any accidents, failures, or breakdowns involving the Equipment. Lessee expressly agrees all repairs must be conducted only by DSI. The cost of all repairs outside of normal wear and tear shall be borne by Lessee, subject to any applicable LDW provisions, and shall be considered additional rent owed by Lessee. In the event the Equipment requires repair, this Agreement, including the invoicing of rent, shall continue during the repair period.
 16. **EQUIPMENT LOCATION, JOBSITE AND BOND INFORMATION.** Lessee shall use the Equipment only at the address or for the purpose/project shown on the Front of this Agreement. The Equipment may not be moved without prior written consent of DSI. Upon DSI's request, Lessee shall promptly provide (a) copies of any contracts governing the projects on which the Equipment is used; (b) copies of any payment and/or performance bond(s) issued on said projects; and (c) the name and location of all projects where the Equipment has been used. Lessee agrees to provide any other information requested by DSI.
 17. **OWNER CONTROL OF EQUIPMENT.** Lessee agrees that DSI shall retain all ownership rights in the Equipment and agrees to execute any financing statements or other documents necessary to disclose and protect DSI's ownership. If necessary, Lessee agrees to subordinate any of its interests arising from this Agreement to any interest that DSI or its lender may have in the Equipment. During this lease, in the event the Equipment is liened for any reason, this Agreement shall immediately terminate and DSI, or anyone acting on DSI's behalf, may take possession of the Equipment. DSI and its agents shall always have free access to the Equipment for any lawful purpose.
 18. **ASSIGNMENT/SUBLEASE.** Lessee may not assign, sublease, or loan the Equipment. Any act by Lessee in violation of this provision shall be void.
 19. **HAZARDOUS WASTE.** Lessee agrees that it is familiar with all hazardous waste laws and regulations and all hazards that may be encountered on the job, project, or work on which the Equipment will be used. Lessee shall not expose the Equipment to any hazardous material or waste. In the event of exposure, Lessee shall immediately notify DSI and, if applicable, the appropriate regulatory authority, and have the Equipment removed from such exposure, and completely clean and decontaminate the Equipment, all pursuant to applicable local, state, or federal laws and regulations. If the Equipment cannot be completely cleaned and decontaminated, Lessee shall pay for the full value of the Equipment.
 20. **TERMINATION.** All orders are subject to Applicant's credit and acceptance of the order by DSI and its suppliers. DSI reserves the right to terminate this Application and Applicant's credit without notice and without liability to DSI for any reason allowed by law, including, but not limited to, breach of this Agreement and Applicant's unsatisfactory credit. Upon such termination, all principal and interest then remaining unpaid on Applicant's indebtedness to DSI will be immediately due and payable, all without demand, presentment, or notice, all of which are hereby expressly waived by Applicant.
 21. **TAX.** Taxes now or hereafter imposed upon rental, sales or shipments will be added to the purchase or rental price. Applicant agrees to pay all local, state and/or federal taxes or reimburse DSI, if applicable, for any such tax or provide DSI with an acceptable tax exemption certificate.
 22. **CREDIT.** Credit will be allowed for goods returned with prior written approval by DSI. A deduction will be made from credits issued to cover any handling costs.
 23. **DISPUTE.** With regards to questions or concerns about Applicant's transactions or any billings, Applicant can contact DSI in writing and in accordance with the contact information provided by DSI in writing. To make a claim relating to or arising out of this Agreement or to dispute any billing invoices or statements, Applicant must notify DSI in writing at the address provided in this paragraph within 60 days of the disputed billing invoice or statement of the date of the facts giving rise to the claim. Any claims or disputes not made within the 60-day period are waived. All notices to DSI shall be provided to: Attn: Accounting, 10144 Patriot Drive, STE B, Baton Rouge, LA 70816.
 24. **CHANGES OF INFORMATION.** Applicant will immediately notify DSI of any changes in the information provided in this Application, in the ownership or status of ownership of Applicant, or to the mailing or e-mail address to which DSI sends billing invoices or statements. Applicant also agrees that DSI may update Applicant's billing address if DSI receives information that Applicant's billing address has changed or is incorrect.
 25. **NOTICE OF NON-WAIVER.** DSI's failure to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of DSI's right to demand strict performance of all provisions, and Lessee waives notice of demand for strict compliance.
 26. **INDEMNIFICATION/HOLD HARMLESS.** LESSEE AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS DSI AND ANY OF DSI'S DIRECTORS, OFFICERS, OR AGENTS (COLLECTIVELY, THE "INDEMNITEE") FROM ANY AND ALL CLAIMS OR DAMAGES (WHETHER SOUNDING IN TORT, CONTRACT, PRODUCTS LIABILITY, STATUTE OR OTHERWISE) ARISING FROM, RELATING TO OR CONNECTED WITH LESSEE'S USE, SELECTION, ACCEPTANCE, REJECTION, TRANSPORTATION, OPERATION, RENTAL, MAINTENANCE, PURCHASE OR POSSESSION OF THE EQUIPMENT, OR FROM EXPOSURE OF THE EQUIPMENT TO HAZARDOUS WASTE OR MATERIAL, INCLUDING BUT NOT LIMITED TO ANY LOSS OR DAMAGE TO THE EQUIPMENT, ANY LOSS, DAMAGE, OR INJURIES TO PERSONS OR PROPERTY, INCLUDING EMPLOYEES, THIRD PARTIES AND THEIR PROPERTY, OR FROM ANY INACCURACY IN OR BREACH OF ANY OF THE REPRESENTATIONS MADE BY INDEMNITY TO LESSEE OR ANY BREACH OR NON- FULFILLMENT OF ANY COVENANT, AGREEMENT, OR OBLIGATION TO BE PERFORMED BY INDEMNITEE, AND ANY AND ALL EXPENSES INCURRED IN THE DEFENSE OF SUCH CLAIMS INCLUDING ATTORNEY FEES AND COSTS. LESSEE ACKNOWLEDGES, UNDERSTANDS AND AGREES ITS OBLIGATION TO INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEE PURSUANT TO THIS AGREEMENT SHALL APPLY REGARDLESS OF WHETHER THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, ACTS, OR OMISSIONS OF INDEMNITEE OR ANY THIRD PARTY. IN NO EVENT SHALL INDEMNITEE BE HELD RESPONSIBLE FOR INJURY, DELAYS, OR DAMAGES, CONSEQUENTIAL OR OTHERWISE, RESULTING BY REASON OF THE CONDITION, FAILURE, OR OPERATIONAL DIFFICULTY OF THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LATENT OR OTHER DEFECTS IN THE EQUIPMENT, WHETHER OR

NOT DISCOVERABLE BY INDEMNITEE OR LESSEE, DELIVERY DELAYS, LOSS OR DAMAGE TO THE EQUIPMENT IN TRANSIT OR WHILE IN USE BY LESSEE, STRIKES OR ANY CONTINGENCIES BEYOND THE CONTROL OF DSI, OR ANY OTHER CAUSE. INDEMNITEE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGE UNDER ANY CIRCUMSTANCE.

- 27. **WAIVER OF LIABILITY.** In no event will DSI be liable for any special, consequential, indirect, exemplary, or punitive damages whatsoever, including, but not limited to, lost revenue or profits, loss of business or loss of business opportunity, whether or not DSI has been advised of the possibility of such damages. DSI's damages will be limited to repair or replacement, in the sole discretion of DSI, of any product. Applicant agrees that in no event shall DSI be held liable in an amount that exceeds the purchase or rental price paid by Applicant for any product.
- 28. **RIGHT TO LIEN.** DSI reserves the right to file preliminary line notices and/or mechanic's liens for work done in states where these notices are required by state law to protect lien rights.
- 29. **CLASS ACTION WAIVER.** Lessee agrees that any claims or proceedings that it brings against DSI will be conducted on an individual basis, and not on a class-wide, collective, or representative basis, and that any one person's or entity's claims shall not be consolidated with any other claims or proceedings. Lessee will not sue DSI as a class plaintiff or class representative, join as a class member, or participate as an adverse party in any way in a class-action lawsuit against DSI. Nothing in this provision limits Lessee's right to bring an individual claim, action, or lawsuit against DSI.
- 30. **ACCEPTANCE.** Lessee will be deemed to have accepted the provisions of this Agreement, regardless of Lessee signing this Agreement, upon Lessee's acceptance, use, or possession of the Equipment. Lessee's signature will also be deemed acceptance.

ENTIRE AGREEMENT: This Agreement constitutes the entire, full, and complete integration of the terms by which Applicant agrees to be bound and supersedes all prior agreements and negotiations between Applicant and DSI. The terms of this Agreement will not be waived, altered, modified, amended, supplemented, or terminated in any manner whatsoever except by a written instrument signed by DSI. Acceptance by the Applicant of credit covered by these terms and conditions, will absent a contrary agreement in writing by DSI, constitute acceptance of these terms and conditions.

NOTICE: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants based on race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter a binding contract): because all or part of the applicant's income derives from any public assistance programs; or because the applicant has in good faith exercised any right under the Customer Credit Protection Act. The federal agency that administers compliance with this law concerning the creditor is the Federal Trade Commission, Division of Credit Practices, 6th and Pennsylvania Avenue, NW, Washington, D.C. 20580.

SECURITY AGREEMENT: To secure the payment by Applicant of all credit extended by DSI, Applicant grants to DSI and its affiliates an assigned security interest in all equipment and inventory of Applicant, whether now owned or hereafter acquired by Applicant, and all proceeds thereto, purchased with credit from DSI and its affiliates. Applicant authorizes DSI to file financing statements and other documents to maintain perfection in its security interest granted herein.

AUTHORIZED SIGNATURE AND CONSENT: The individual completing this Applicant warrants that he/she is authorized to do so and agrees to the above terms and conditions on behalf of Applicant, and that the information provided in this Application is true and accurate. The undersigned hereby consent(s) to DSI's use of a non-business consumer credit report on the undersigned to further evaluate the credit worthiness of the undersigned as principal(s), proprietor(s), officer(s) and/or grantor(s) in connection with the extension of business credit as contemplated in this Agreement. The undersigned hereby authorize(s) DSI to obtain and utilize a consumer credit report on the undersigned from time to time in connection with the extension or continuation of the business credit represented by this Agreement and the credit application. The undersigned(s) as (an) individual(s) hereby consent(s) to the use of such credit report consistent with the Federal Fair Credit Reporting Act as contained in 15 USC § 1681 et seq.

Authorized Signer's Name (Print)*: _____ Signature: _____
 Title: _____ Phone: _____ Email: _____
 SSN: _____ Physical Address: _____

INSURANCE INFORMATION

Proof of insurance conforming to the coverage requirements set forth in DSI's standard rental agreement is required. You will be charged for Loss Damage Waiver ("LDW") if you do not provide proof of required property insurance coverage by the invoice due date. **See Insurance Requirement Summary for more information.*

Insurance Company: _____ Insurance Contact: _____
 Contact Phone: _____ Contact Email: _____

TRADE REFERENCES

Company, Contact, Email, Phone:

Company, Contact, Email, Phone:

Company, Contact, Email, Phone:

DSI SOLAR EQUIPMENT USE ONLY

Customer Approved for: Cash/COD Net 30 Terms Other Terms: _____

Credit Limit: _____ Notes: _____

Date: _____ Completed by: _____



INSURANCE REQUIREMENT SUMMARY

COMMERCIAL GENERAL LIABILITY INSURANCE:

Applicable to All Rental Units

1. Covering bodily injury liability and property damage liability with limits of not less than \$1,000,000 combined single limit per occurrence, aggregate limit of \$2,000,000
2. be issued by an insurance company with an A.M. Best's rating of AVII or better
3. be endorsed to include DSI as Additional Insured
4. be endorsed to waive all subrogation against DSI
5. be primary and non-contributory

AUTOMOBILE LIABILITY INSURANCE:

Commercial Auto Liability insurance coverage for loss, injury, death, or damage occasioned or caused by, or in any way connected to, the Rented Vehicle. The Customer's Commercial Automobile Liability policy shall satisfy the following requirements:

1. covering hired, non-owned, and rented vehicles with a minimum coverage limit of \$1,000,000 combined single limit per occurrence
2. be issued by an insurance company with an A.M. Best's rating of AVII or better
3. be endorsed to include DSI as Additional Insured
4. be endorsed to waive all subrogation against DSI
5. be primary and non-contributory with a deductible of less than \$5,000

HIRED AUTO PHYSICAL DAMAGE COVERAGE:

Customer is permitted to retain exposure for damage that would normally be commercially insured herein. It is Customer's intent to self-insure these risks and protect DSI as if commercial insurance were procured as follows. Physical damage coverage to insure the Rented Vehicle against all risks of physical loss or damage for not less than the actual cash value of the Vehicle. Customer's physical damage coverage shall satisfy the following requirements:

1. be endorsed to include DSI as Loss Payee
2. be in full force and effect throughout the term of the Rental Contract
3. be endorsed to provide DSI at least thirty (30) days written notice prior to the policy being altered or cancelled (if not endorsed, Customer agrees to provide notice).

****THESE REQUIREMENTS MAY BE PROVIDED ON AN ADDENDUM TO THE CERTIFICATE WHEN NECESSARY***

GENERAL LIABILITY AND LEASED, RENTED, BORROWED EQUIPMENT:

1. commercial general liability on an occurrence form for bodily injury liability and property damage liability with limits of not less than \$1,000,000 combined single limit each occurrence

2. leased, rented, and borrowed equipment with limits no less than the total actual cash value of the equipment being rented. Coverage should be primary and non-contributory
3. waiver of subrogation on the general liability in favor of DSI
4. both policies should include DSI as an additional insured (general liability) and loss payee (equipment)

New customers must finish acceptable evidence of required insurance before equipment is delivered or released

LIST CERTIFICATE HOLDER AS:

DSI Energy Solutions, LLC
10144 Patriot Drive, STE B
Baton Rouge, LA 70816

Insurance certificates must be included when submitting Credit Application Materials

Questions regarding coverages and certificates: DSI Energy Solutions 225-286-1481 or email equipment@dsienergy.com

FOR USE WHEN RECEIVING EQUIPMENT LICENSED FOR ROAD



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED XYZ Contracting, Inc. 123 Brick Road Any Town, IN 11111	INSURER A :	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/>	Y	Y	1234567	09/01/2020	09/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						EACH OCCURRENCE \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ RETENTION \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Hired Auto Physical Damage			1234567	09/01/2020	09/01/2021	\$5,000 Deductible Comprehensive & Collision

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
DSI Energy Solutions, LLC is named as an additional insured/lessor and loss payee on the auto policy for leased and rented vehicles. Coverage includes comprehensive and collision coverage for no less than the actual cash value of the vehicles with a deductible of \$5,000 or less. DSI Energy Solutions, LLC will be provided at least thirty (30) days' notice prior to cancellation.

CERTIFICATE HOLDER DSI ENERGY SOLUTIONS, LLC 10144 Patriot Drive, STE B Baton Rouge, LA 70816	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Signature of insurance agent or representative
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